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IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON

PATRICK K. WILLIS COMPANY,  
INC., a California corporation,  
Plaintiff,

NO.  
  
COMPLAINT

v.

PRIME INSURANCE COMPANY, an  
Illinois corporation,  
Defendants.

**JURY DEMAND**

Plaintiff Patrick K. Willis Company, Inc. ("PK Willis"), by and through its attorneys of record, Lukins & Annis, P.S., hereby complains and alleges as follows. PK Willis demands a trial by jury for all claims in this matter.

**I. PARTIES**

1.1 Plaintiff PK Willis is a California corporation that conducts business in Washington.

COMPLAINT: 1

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1           1.2    On information and belief, Defendant Prime Insurance Company  
2    ("Prime") is an Illinois corporation that conducts business in Washington.  
3

## 4                               **II. JURISDICTION AND VENUE**

5           2.1    PK Willis re-alleges the preceding paragraphs as though fully set forth  
6    herein.  
7

8           2.2    This Court has jurisdiction over the parties pursuant to 28 U.S.C. §  
9    1332 because there is complete diversity of citizenship between the parties and the  
10   amount in controversy exceeds \$75,000.00, exclusive of interest and costs.  
11

12           2.3    This Court has personal jurisdiction over Prime because it conducts  
13   business in the State of Washington, including within the Eastern District of  
14   Washington.  
15

16           2.4    Venue is proper in this judicial district pursuant to, *inter alia*, 28  
17   U.S.C. § 1391.  
18

## 19                               **III. FACTS**

20           3.1    PK Willis re-alleges the preceding paragraphs as though fully set forth  
21   herein.  
22

23           3.2    PK Willis offers, among other things, nationwide asset recovery  
24   services to lenders. As part of these services, PK Willis contracts with different  
25   local companies around the country to effectuate car repossessions. One such local  
26

COMPLAINT: 2

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1 company that PK Willis contracts with is Auto Trackers and Recovery North LLC  
2 (“Auto Trackers”).

3  
4 3.3 PK Willis and Auto Trackers entered into a relationship regarding car  
5 repossessions in eastern Washington and northern Idaho. The relationship was  
6 governed by a Master Service Agreement.

7  
8 3.4 Pursuant to the Master Service Agreement, Auto Trackers was  
9 responsible to maintain insurance policies and coverage, including but not limited  
10 to commercial general liability insurance, automobile liability insurance, garage-  
11 keepers liability (direct primary) insurance, on-hook & drive away physical  
12 damage insurance, workers’ compensation and employers liability insurance, and  
13 wrongful repossession / errors and omissions insurance.  
14

15  
16 3.5 Pursuant to the Master Service Agreement, Auto Trackers was also  
17 required to specifically list PK Willis as an additional insured on its insurance  
18 policies.  
19

20 3.6 Auto Trackers procured insurance through Prime, including for the  
21 policy period beginning on July 1, 2018 and ending on July 1, 2019.

22  
23 3.7 For the policy period that ran from July 1, 2018 to July 1, 2019, PK  
24 Willis received a certificate of insurance indicating that PK Willis was an  
25 additional insured on the Prime policy procured by Auto Trackers.  
26

COMPLAINT: 3

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1           3.8     In approximately April of 2019, PK Willis was hired to repossess a  
2 vehicle that was purchased/leased by Lucas Chaney and his family (the  
3 “Chaney”). The vehicle was located in Spokane County, Washington.  
4

5           3.9     In turn, PK Willis hired Auto Trackers to effectuate the repossession.

6           3.10    On or about April 29, 2019, Auto Trackers took steps to effectuate the  
7 repossession and its tow truck driver got into an altercation with the Chaney  
8 outside of their residence in Spokane County.  
9

10          3.11   The Chaney’s vehicle was ultimately repossessed that day after the  
11 police arrived on the scene.  
12

13          3.12   During the altercation and attempted repossession, the Chaney  
14 allegedly suffered various injuries. The Chaney also alleged that Auto Trackers  
15 had wrongfully repossessed their vehicle subsequent to the altercation.  
16

17          3.13   The Chaney filed a lawsuit in the United State District Court for the  
18 Eastern District of Washington against Auto Trackers and PK Willis, as well as the  
19 client that hired PK Willis, for the actions that occurred on or about April 29, 2019.  
20 In their lawsuit (hereinafter the “Chaney Lawsuit”), the Chaney made claims for,  
21 *inter alia*, wrongful repossession and false imprisonment.  
22  
23

24          3.14   The insurance policy issued by Prime (for which Auto Trackers was  
25 insured and for which PK Willis was an additional insured) covered the claims  
26

COMPLAINT: 4

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1 asserted by the Chaney's in the above-mentioned lawsuit. Among other things, the  
2 claims are covered by the Wrongful Repossessions coverage party of the insurance  
3 policy, which covers claims (which include lawsuits) resulting from: (1) the actual  
4 or alleged violation of federal or state law relating to debt collection practices; (2)  
5 the use of threats, harassment, or intimidation; (3) an error or omission in  
6 executing a contract for repossession; (4) the violation of a bankruptcy stay; (5)  
7 Personal Injury; (6) trespass; or (7) conversion of property. This coverage part  
8 defines "Personal Injury" as, *inter alia*, "[f]alse arrest, detention, or  
9 imprisonment."

13 3.15 The Prime insurance policy also provided that, for any claim that  
14 Prime defended, Prime would pay, among other things, "Costs of Suit pursuant to  
15 statute or order of court after verdict is entered against the Insured in the Suit[.]"

17 3.16 The Prime insurance policy also includes an Additional Insured  
18 Endorsement, which "extends to cover the Additional Insured for allegations of  
19 liability based upon alleged, actionable conduct of the Insured[.]"

21 3.17 The Court presiding over the Chaney Lawsuit specifically found that  
22 the Chaney's claims "arise from or relate to Defendant Auto Trackers' conduct."  
23  
24  
25  
26

COMPLAINT: 5

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1           3.18 After being served with the Chaney Lawsuit, in August of 2019 PK  
2 Willis tendered defense and indemnity to Auto Trackers and Prime for both itself  
3 and its client.  
4

5           3.19 In September and October of 2019 Prime sent PK Willis letters stating  
6 that it was agreeing to defend PK Willis under a reservation of rights, but would  
7 not offer a defense to PK Willis's client.  
8

9           3.20 Despite its representations, Prime did not take any steps to provide a  
10 defense to PK Willis for nearly a year. Prime eventually appointed defense  
11 counsel for PK Willis, who entered a notice of appearance in the Chaney Lawsuit  
12 on August 12, 2020.  
13

14           3.21 On information and belief, Auto Trackers tendered the defense and  
15 indemnity of the Chaney Lawsuit to Prime.  
16

17           3.22 Prime provided Auto Trackers with a defense under a reservation of  
18 rights in the Chaney Lawsuit and appointed defense counsel for Auto Trackers.  
19

20           3.23 Despite its defense under a reservation of rights, Prime took no steps  
21 to file a declaratory judgment action regarding its reservations or any coverage  
22 position in 2019, 2020, or the first half of 2021. Instead, Prime let the Chaney  
23 Lawsuit continue forward without seeking determination over any insurance  
24 coverage issues or the assertions contained in its reservation of rights letters.  
25  
26

COMPLAINT: 6

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1           3.24 PK Willis filed cross-claims against Auto Trackers in the Chaney  
2 Lawsuit based on Auto Trackers' defense and indemnity obligations. Among other  
3 things, PK Willis alleged that Auto Trackers had a duty to defend and indemnify  
4 PK Willis and its client for the claims asserted in the Chaney Lawsuit. Auto  
5 Trackers denied that it had any such obligations but, at the same time, on  
6 information and belief, Auto Trackers was attempting to ensure that Prime  
7 assumed these obligations. Prime defended Auto Trackers with regard to PK  
8 Willis's cross claims.  
9

10  
11  
12           3.25 The Chaney Lawsuit continued moving forward. As it did, the  
13 defendants' liability—all of which arose out of Auto Trackers' actions—started to  
14 become clear through the discovery process.  
15

16           3.26 All parties to the Chaney Lawsuit agreed to pursue mediation. To this  
17 end, Prime specifically authorized mediation to take place and represented that it  
18 would participate in mediation along with its insureds (Auto Trackers and PK  
19 Willis).  
20

21           3.27 Mediation took place on November 19, 2020. To the surprise of its  
22 PK Willis and Auto Trackers, Prime made statements at mediation that it was  
23 unwilling to meaningfully negotiate on their behalf. Indeed, Prime stated during—  
24 and immediately after—mediation that it would pay only \$10,000 to settle the  
25  
26

COMPLAINT: 7

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1 Chaney's claims on behalf of its insureds. It never deviated from this number  
2 despite the Chaney's pre-mediation demand of \$500,000, which indicated that a  
3 \$10,000 settlement was not remotely reasonable.  
4

5 3.28 Prime then made no further settlement efforts for months.

6 3.29 The Chaney Lawsuit thus continued to move along, with liability for  
7 PK Willis and Auto Trackers (based on Auto Trackers' conduct) becoming even  
8 clearer, including after the Court issued an order on summary judgment concluding  
9 that all of the Chaney's claims against PK Willis and its client—including claims  
10 for vicarious liability—could proceed to trial. In particular, the deposition of Auto  
11 Trackers' tow truck driver, who was involved in the altercation with the Chaney's,  
12 demonstrated the significant likelihood of an adverse ruling against the defendants.  
13  
14  
15

16 3.30 In addition, the Court's order on summary judgment found that Auto  
17 Trackers was liable for PK Willis's cross claims because of its failure to provide a  
18 defense to PK Willis's client. On information and belief, this failure to provide a  
19 defense was the direct result of Prime's conduct (i.e., its refusal to provide a  
20 defense for PK Willis's client).  
21

22 3.31 The parties to the Chaney Lawsuit agreed to attempt a second  
23 mediation, which took place on August 20, 2021. The second mediation was held  
24 with the express permission of Prime, as well as express statements that Prime  
25  
26

COMPLAINT: 8

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1 would participate in the mediation in good faith on behalf of its insureds. At the  
2 same time, leading up to the mediation, Prime demanded that its insureds (PK  
3 Willis and Auto Trackers) contribute their own funds to any settlement.  
4

5 3.32 Prime further threatened its insureds to try to force them to contribute  
6 their own funds to a mediated settlement by, *inter alia*, stating that Prime would  
7 file a lawsuit regarding insurance coverage if the second mediation was not  
8 successful. In other words, Prime used the threat of additional litigation—with  
9 trial in the Chaney lawsuit less than two months away—to try to force PK Willis  
10 and Auto Trackers to use their own funds in any settlement.  
11  
12

13 3.33 Prime also refused to take responsibility for Auto Trackers' liability  
14 on PK Willis's cross-claims despite the Court's order on summary judgment. This  
15 occurred after, *inter alia*, Auto Trackers' counsel articulated the basis for Prime's  
16 obligation to pay the costs (including attorneys' fees) for PK Willis's cross claims  
17 under the insurance policy.  
18  
19

20 3.34 Leading up to the second mediation, counsel appointed by Prime had  
21 discussions with the mediator regarding the upcoming mediation. Those  
22 discussions suggested to Prime that the Chaney's claims could be settled for  
23 approximately \$300,000.  
24  
25  
26

COMPLAINT: 9

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1           3.35 Significantly, PK Willis's and Auto Trackers's defense counsel  
2 appointed by Prime also made settlement recommendations, including a  
3 recommendation that settling the Chaney's claims for \$300,000 was reasonable  
4 and advisable.  
5

6           3.36 However, when the second mediation occurred on August 20, 2021,  
7 Prime again refused to pay more than \$10,000 to settle the Chaney's claims against  
8 PK Willis and Auto Trackers. This was the same position that Prime had taken  
9 nearly a year earlier. And Prime knew that a settlement offer of \$10,000 was  
10 wholly inconsistent with the recommendations of defense counsel it appointed for  
11 both PK Willis and Auto Trackers, as well as the prior discussions with the  
12 mediator. At the second mediation, Prime continued to demand that PK Willis and  
13 Auto Trackers fund the vast majority of any settlement with their own money.  
14 Prime refused to make an offer in excess of \$10,000 per insured during the second  
15 mediation.  
16

17           3.37 After Prime refused to do anything meaningful to reach a settlement at  
18 the second mediation, counsel for PK Willis negotiated with the Chaney's and  
19 requested a settlement offer. In response, the Chaney's extended a settlement offer  
20 pursuant to which, *inter alia*, they would settle all of their claims in the Chaney  
21 Lawsuit for \$275,000.  
22  
23  
24  
25  
26

COMPLAINT: 10

1           3.38 The Chaney's settlement offer was shared with Prime by both PK  
2 Willis's separate counsel and the attorney that Prime appointed to defend PK  
3 Willis. Notably, on August 23, 2021, PK Willis's defense counsel appointed by  
4 Prime noted that the demand was \$25,000 less than what she had previously  
5 recommended. She also told Prime, among other things, that "[a]n adverse jury  
6 verdict could very well exceed \$500,000, not including attorneys' fees and costs."  
7 Further, she stated that "we believe a \$275,000 global settlement would be  
8 favorable to the defense and, as such, recommend resolving Plaintiffs' claims at  
9 this time."  
10  
11

12           3.39 That same day, PK Willis's separate counsel demanded that Prime  
13 agree to settle the claims against its insureds for \$275,000—a number below the  
14 applicable policy limits. PK Willis's separate counsel informed Prime that "Auto  
15 Trackers and PK Willis face serious peril if this matter proceeds to trial" and that  
16 under the circumstances of the case, "Prime has a duty to protect its insureds and  
17 their interests. More specifically, Prime has a duty to reasonably settle Plaintiffs'  
18 claims within policy limits."  
19  
20  
21

22           3.40 Despite the above communications, among others, that encouraged  
23 Prime to agree to settle the Chaney Lawsuit, Prime refused to do so. Prime refused  
24  
25  
26

COMPLAINT: 11

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1 to meaningfully engage in any settlement negotiations that would resolve the  
2 claims against its insureds in the Chaney Lawsuit.

3  
4 3.41 Prime's conduct forced PK Willis to continue negotiations with the  
5 Chaney's and with Auto Trackers in an attempt to resolve the claims in the Chaney  
6 Lawsuit and PK Willis' cross-claims against Auto Trackers.

7  
8 3.42 As a result of Prime's conduct and the significant risk of a larger  
9 adverse jury verdict, PK Willis ultimately agreed to fund a settlement with the  
10 Chaney's in the Chaney lawsuit for \$273,000. Prior to this agreement, PK Willis's  
11 separate counsel informed Prime of the Chaney's' offer to settle for \$273,000 and  
12 the timeframe in which it could be accepted. Prime failed to respond or agree to  
13 this settlement offer. PK Willis and Auto Trackers also agreed to the entry of a  
14 stipulated judgment against Auto Trackers for \$334,650.00. PK Willis and Auto  
15 Trackers further agreed that the amount of a stipulated judgment could be a  
16 different sum following a reasonableness hearing. The agreement between PK  
17 Willis and Auto Trackers also included the assignment of all of Auto Trackers'  
18 claims, rights, suits, actions, and causes of action that Auto Trackers may have  
19 against Prime that concerns, in any way, Auto Trackers' insurance rights and status  
20 in the Chaney Lawsuit.  
21  
22  
23  
24  
25  
26

COMPLAINT: 12

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1           3.43 In all, Prime's conduct forced PK Willis and Auto Trackers into a  
2 situation wherein they could either attempt to settle the Chaney Lawsuit  
3 themselves or else face a significantly higher adverse jury verdict.  
4

5           3.44 PK Willis brings the instant suit based on its own rights against Prime,  
6 as well as the rights that have been assigned to it by Auto Trackers.  
7

#### 8                                   **IV. CAUSES OF ACTION**

##### 9                                   **FIRST CAUSE OF ACTION:** 10                                  **BAD FAITH / VIOLATION OF DUTY OF GOOD FAITH**

11           4.1 PK Willis re-alleges the preceding paragraphs as though fully set forth  
12 herein.  
13

14           4.2 Pursuant to contract, statutes, regulations, and common law, Prime  
15 had a duty to act in good faith.

16           4.3 Prime's conduct, as set forth above, is violative of RCW 48.01.030,  
17 which imposes upon all individuals involved in the business of insurance, a duty to  
18 act in good faith, abstain from deception, and practice honesty and equity in all  
19 insurance matters. Prime's conduct is also violative of its duty to act in good faith  
20 under the common law.  
21

22           4.4 Prime's conduct as described above, including its refusal to take  
23 actions to negotiate in good faith and make attempts to settle claims against its  
24 insureds within policy limits, amounted to a breach of its statutory and common  
25  
26

COMPLAINT: 13

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1 law duties of good faith owed to both PK Willis and Auto Trackers. Prime's acts  
2 of bad faith include, but are not limited to, its improper and unreasonable  
3 investigation, claims-handling process, failure to communicate, failure to act  
4 promptly, failure to act reasonably in considering/analyzing the relevant facts and  
5 law, failure to settle claims against its insureds within policy limits, and putting its  
6 own interests above those of its insureds.  
7

8  
9 4.5 Prime's acts of bad faith estop Prime from relying upon the terms and  
10 conditions of its insurance policy issued to Auto Trackers.  
11

12 4.6 Due to Prime's bad faith, Prime is estopped and prevented from  
13 denying coverage to PK Willis and Auto Trackers and asserting any related  
14 defenses to the claims set forth herein.  
15

16 4.7 As a direct and proximate result of Prime's acts of bad faith, PK  
17 Willis in its own capacity and as an assignee of Auto Trackers' rights, has been  
18 damaged in an amount to be proven at trial.  
19

20 4.8 After a reasonableness hearing in the Eastern District of Washington,  
21 the stipulated judgment between PK Willis and Prime will be the presumed to be  
22 the minimum amount of damages sustained by the PK Willis, and is binding upon  
23 Prime. In addition or in the alternative, PK Willis has a right to recover damages  
24 even in the absence of any finding of coverage by estoppel.  
25  
26

COMPLAINT: 14

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1           4.9    PK Willis is also entitled to an award of its reasonable costs and  
2 attorney fees as provided by law based on Prime's breach of its statutory and  
3 common law duties of good faith.  
4

5  
6                               **SECOND CAUSE OF ACTION:**  
7 **VIOLATION OF WASHINGTON CONSUMER PROTECTION ACT (RCW**  
8 **19.86 ET SEQ.)**

9           4.10   PK Willis re-alleges the preceding paragraphs as though fully set forth  
10 herein.  
11

12           4.11   Prime wrongfully refused to properly defend PK Willis and Auto  
13 Trackers under the insurance policy that it issued to Auto Trackers. Prime's  
14 actions in refusing to properly defend PK Willis and Auto Trackers in the Chaney  
15 Lawsuit constitute unfair or deceptive acts or practices in trade or commerce. The  
16 acts/practices affect the public interest. Prime's acts/practices constitute violations  
17 of RCW 19.86, et seq., the Washington State Consumer Protection Act.  
18  
19

20           4.12   Prime's actions also constitute violations of Washington's fair claims  
21 settlement regulations (codified at WAC 284-30 et. seq.) including:  
22

23                   a.    Misrepresenting pertinent facts or insurance policy provisions.  
24 (WAC 284-30-330(1));  
25  
26

COMPLAINT: 15

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1           b.     Failing to acknowledge an act reasonably promptly upon  
2 communications with respect to claims arising under insurance policies. (WAC  
3 284-30-330(2));  
4

5           c.     Failing to adopt and implement reasonable standards for the  
6 prompt investigation of claims arising under insurance policies. ((WAC  
7 284-30-330(3));  
8

9           d.     Refusing to pay claims without conducting a reasonable  
10 investigation. (WAC 284-30-330(4));  
11

12           e.     Failing to affirm or deny coverage of claims within a reasonable  
13 time after fully completed proof of loss documentation has been submitted. ((WAC  
14 284-30-330(5));  
15

16           f.     Not attempting in good faith to effectuate prompt, fair, and  
17 equitable settlements of claims in which liability has become reasonably clear.  
18 (WAC 284-30-330(6));  
19

20           g.     Compelling a first-party claimant to initiate or submit to  
21 litigation to recover amounts due under an insurance policy by offering  
22 substantially less than the amounts ultimately recovered in such actions or  
23 proceedings. (WAC 284-30-330(7));  
24  
25  
26

COMPLAINT: 16

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1           h.     Failing to promptly provide a reasonable explanation of the  
2 basis in the insurance policy in relation to the facts or applicable law for denial of a  
3 claim or for the offer of a compromise settlement. (WAC 284-30-330(13));  
4

5           i.     Misrepresentation of policy provisions. (WAC 284-30-350);  
6

7           j.     Failing within 10 working days to acknowledge receipt of the  
8 notice of the claim. (WAC 284-30-360);

9           k.     Failure, after 15 working days after receipt of the insurer of  
10 fully completed or executed proofs of loss, to notify its insureds whether the claim  
11 has been accepted or denied. (WAC 284-30-380);  
12

13           l.     Failure to provide grounds of a specific policy provision,  
14 condition or exclusion in its denial of coverage or a duty to defend to its insureds.  
15 (WAC 284-30-380(1));  
16

17           4.13 The regulatory violations identified in the previous paragraph all  
18 constitute per se violations of the Consumer Protection Act pursuant to  
19 Washington law.  
20

21           4.14 As a result of Prime's conduct, PK Willis was injured in its business  
22 or property. Prime's conduct was the proximate cause of the injury to PK Willis.  
23

24           4.15 In its own capacity, as well as by virtue of Auto Trackers' rights, PK  
25 Willis is entitled to judgment against Prime pursuant to the Washington Consumer  
26

COMPLAINT: 17

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1 Protection Act, to recover actual damages sustained, trebled as provided by RCW  
2 Chapter 19.86, et. seq., as well as an award of reasonable costs and attorney fees as  
3 provided by that statute.  
4

5 **THIRD CAUSE OF ACTION:**  
6 **NEGLIGENCE**

7 4.16 PK Willis re-alleges the preceding paragraphs as though fully set forth  
8 herein.  
9

10 4.17 Prime had a duty to act reasonably in, among other things, handling,  
11 investigating, and making decisions regarding the defense of PK Willis and Auto  
12 Trackers—including but not limited to making reasonable and good faith  
13 settlement efforts within policy limits.  
14

15 4.18 Through the conduct described above, Prime breached its duty of care.  
16

17 4.19 As a direct and proximate result of Prime's negligence, PK Willis, in  
18 its own capacity and as an assignee of Auto Trackers' rights, has been damaged in  
19 an amount to be proven at trial.

20 **FOURTH CAUSE OF ACTION:**  
21 **COVERAGE BY ESTOPPEL**

22 4.20 PK Willis re-alleges the preceding paragraphs as though fully set forth  
23 herein.  
24  
25  
26

COMPLAINT: 18

LAW OFFICES OF  
**LUKINS & ANNIS, PS**  
A PROFESSIONAL SERVICE CORPORATION  
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Spokane, WA 99201  
Telephone: (509) 455-9555  
Fax: (509) 747-2323

1           4.21 Due to Prime's bad faith, Prime is estopped and prevented from  
2 denying coverage to PK Willis and/or Auto Trackers and asserting any related  
3 defenses to the claims asserted herein.  
4

5           4.22 Due to Prime's bad faith, Prime is liable for all damages suffered by  
6 PK Willis in its own capacity and/or in its capacity as an assignee of rights from  
7 Auto Trackers.  
8

9                           **FIFTH CAUSE OF ACTION:**  
10                       **DAMAGES/FEES PURSUANT TO THE OLYMPIC STEAMSHIP**  
11                           **DOCTRINE**

12           4.23 PK Willis re-alleges the preceding paragraphs as though fully set forth  
13 herein.  
14

15           4.24 PK Willis is entitled to damages, as well as attorneys' fees and costs,  
16 pursuant to the Washington State Supreme Court's decision in *Olympic Steamship*  
17 *v. Centennial Ins. Co.* and its progeny because it has been forced to litigate with  
18 Prime over the benefits to which it and Auto Trackers were entitled under the  
19 insurance policy at issue, including but not limited to defense and indemnity.  
20

21                           **SIXTH CAUSE OF ACTION:**  
22                       **DECLARATORY JUDGMENT**

23           4.25 PK Willis re-alleges the preceding paragraphs as though fully set forth  
24 herein.  
25  
26

COMPLAINT: 19

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1 4.26 A dispute has arisen between PK Willis and Auto Trackers, on the one  
2 hand, and Prime, on the other hand, regarding insurance coverage for both PK  
3 Willis and Auto Trackers under the applicable Prime insurance policy.  
4

5 4.27 The dispute is substantial, immediate, and concrete in that Prime has  
6 taken the position that it has no duties to either Auto Trackers or PK Willis under  
7 the applicable insurance policy.  
8

9 4.28 The dispute affects the rights of the parties.

10 4.29 Therefore, pursuant to the Uniform Declaratory Judgements Act, 28  
11 U.S.C. § 2201 *et seq.*, and RCW 7.24.020 *et seq.*, the parties' rights and obligations  
12 under the insurance policy should be declared and set forth by the Court.  
13

14 4.30 The court should declare and set forth that there PK Willis and Auto  
15 Trackers are covered under the Prime insurance policy with regard to the claims  
16 asserted in the Chaney lawsuit.  
17

#### 18 **DEMAND FOR JURY**

19  
20 PK Willis hereby demands a jury trial.

#### 21 **PRAYER FOR RELIEF**

22 WHEREFORE, PK Willis demands judgment as follows:  
23

- 24 1. For an award of damages against Prime in amounts to be proven at trial;  
25  
26

COMPLAINT: 20

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2. For treble damages as allowed pursuant to the Washington Consumer Protection Act.
3. For an order and/or judgment that Prime is estopped and prevented from denying coverage.
4. For attorneys' fees and costs as provided by law, including but not limited to the *Olympic Steamship* doctrine, the Washington Consumer Protection Act, and the tort of insurance bad faith.
5. A declaration consisted with paragraphs 4.25-4.30, above.
6. For such other relief as the Court deems just and equitable.
7. PK Willis reserves the right to amend this Complaint.

DATED this 15th day of October, 2021.

LUKINS & ANNIS, P.S.

By: /s/ Trevor R. Pincock

TREVOR R. PINCOCK, WSBA #36818

CHARLES HAUSBERG, WSBA #50029

Attorneys for Plaintiff

COMPLAINT: 21

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